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8 **UNITED STATES DISTRICT COURT**

9 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

11 METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,

12 Plaintiff,

13 vs.

14 ACDF, LLC, a California limited liability
15 company, et al.,

16 Defendants.

Lead Case No. 1:24-cv-01261-KES-SAB

Consolidated with Case Nos:
1:24-cv-01226; 1:24-cv-01230; 1:24-cv-
01231; 1:24-cv-01232; 1:24-cv-01233; 1:24-
cv-01235; and 1:24-cv-01241

**[PROPOSED] AMENDED ORDER
APPROVING SALE OF REAL
PROPERTY AND FOR RELATED
RELIEF PURSUANT TO SALE NOTICE
[ECF NO. 159]**

Hearing:

Date: September 22, 2025

Time: 2:30 p.m.

Place: Robert E. Coyle U.S. Courthouse
2500 Tulare Street
Courtroom 6, 7th Floor
Fresno, CA 93721

- 17
- 18 ☐ Affects All Cases
 - 19 ☐ Affects Metropolitan Life Ins. Co. v.
ACDF, LLC, et al., 1:24-cv-01261
 - 20 ☐ Affects Metropolitan Life Ins. Co. v.
FNF Farms, LLC, et al., 1:24-cv-01226
 - 21 ☐ Affects Metropolitan Life Ins. Co. v. C
& A Farms, LLC, et al., 1:24-cv-01230
 - 22 ☒ Affects Metropolitan Life Ins. Co. v.
Maricopa Orchards, LLC, et al., 1:24-
23 cv-01231
 - 24 ☐ Affects Brighthouse Life Ins. Co. v.
Kamm South, LLC, et al., 1:24-cv-
25 01232
 - 26 ☐ Affects Brighthouse Life Ins. Co. v.
Manning Avenue Pistachios, LLC, et
27 al., 1:24-cv-01233 Case No. 1:24-cv-
01233
- 28

56435141.1 392865-00004

- ☐ Affects Brighthouse Life Ins. Co. v. ACDF, LLC, et al., 1:24-cv-01235
- ☐ Affects MetLife Real Estate Lending, LLC v. Panoche Pistachios, LLC, et al., 1:24-cv-01241

The Court having held a hearing on September 22, 2025, at 2:30 p.m., at the above-captioned Courthouse, the Honorable Kirk E. Sherriff, United States District Judge, presiding, pursuant to the *Receiver's Amended Notice of Sale Hearing and Auction* (ECF No. 159) (the "Sale Notice"), filed by Motion Phillip Christensen, Receiver of the above-referenced estate (the "Receiver" or "Seller") on August 18, 2025;¹ the Court having previously approved sale procedures pursuant to a Sale Procedures Order (ECF No. 147) authorizing the Sale Notice; having read and considered the Sale Notice, and there being no opposition with respect thereto; having heard any oral arguments of counsel at the hearing; having read the Purchase and Sale Agreement ("PSA") filed with the Sale Notice; the Receiver having called for higher and better bids before the Sale Hearing, and no higher or better bids having been submitted; good cause appearing therefor; it is hereby ORDERED THAT:

1. The sale pursuant to the Sale Notice is APPROVED. Without limiting the generality of the foregoing, it is further

ORDERED THAT:

2. The sale by the Receiver of the farmland and improvements thereon with respect to real property described in Exhibit A hereto (the "Subject Property"), to the Buyer, Munger Enterprises, an LP or permitted assignee, for the Purchase Price of \$1,300,000, is approved. The Deposit of \$100,000 shall be credited to the Purchase Price and the balance must be paid at closing.

3. The sale is free and clear of liens of Metropolitan Life Insurance Company.

¹ Unless otherwise indicated, defined terms are the same as in the Sale Notice.

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1 4. The closing must occur no later than 21 days after entry hereof, and may occur
2 immediately after entry hereof.

3 5. The Receiver is authorized to pay real estate brokers' commissions and other costs
4 in connection with the sale, as described in the Sale Notice.

5 6. The Court finds that the sale satisfies 28 U.S.C. §§ 2001 and 2002.

6 7. The notice of the sale is adequate and proper.

7 8. The sale is "AS-IS" and "WHERE-IS" "WITH ALL FAULTS" and "WITHOUT
8 REPRESENTATIONS OR WARRANTIES" except to the extent expressly and unambiguously
9 stated in the PSA.

10 9. The Buyer's only remedy if the sale is not consummated through no fault of Buyer
11 is a return of the Deposit. If the sale is not consummated due to an act or omission by Buyer, then
12 Buyer shall forfeit the Deposit.

13 10. The Receiver is authorized to execute documents and take such other and further
14 action as is necessary to close the sale.

15 11. This Court shall retain exclusive jurisdiction over the subject matter hereof.

16
17 IT IS SO ORDERED.

18 Dated: October __, 2025

19 _____
UNITED STATES DISTRICT JUDGE
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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 238-340-24-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT CERTAIN PORTION OF PARCEL 2, OF PARCEL MAP NO. 9974, FILED IN BOOK 46, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 18 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, DISTANT THEREON NORTH 00° 25' 50" EAST, 25.15 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8, ALSO BEING A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SEBASTIAN ROAD (CO. RD. NO. 1757); THENCE NORTHERLY ON AND ALONG SAID WEST LINE, NORTH 00° 25' 50" EAST, 2,627.77 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE EASTERLY ON AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89° 24' 35" EAST, 2,644.72 FEET TO THE CENTER CORNER OF SAID SECTION; THENCE SOUTHERLY ON AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00° 31' 17" WEST, 2,632.91 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SEBASTIAN ROAD; THENCE WESTERLY ON AND ALONG SAID RIGHT-OF-WAY NORTH 89° 17' 53" WEST, 2,640.58 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL MINERALS AND ALL GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SUCH PROPERTY, TEJON RANCH COMPANY, A CORPORATION, (GRANTOR, THEREIN) ITS SUCCESSORS AND ASSIGNS, RETAINING THE EXCLUSIVE TITLE AND RIGHT TO REMOVE SAID SUBSTANCES, TOGETHER WITH THE SOLE RIGHT TO NEGOTIATE AND CONCLUDE ADDITIONAL LEASES AND AGREEMENTS WITH RESPECT TO ALL SUCH SUBSTANCES UNDER THE PROPERTY, AND TO USE THE SURFACE OF THE PROPERTY FOR THE PURPOSES OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SUCH SUBSTANCES FROM THE PROPERTY BY MEANS OF WELLS DRILLED INTO OR THROUGH THE PROPERTY FROM DRILL SITES LOCATED ON THE PROPERTY OR ON OTHER PROPERTY, PROVIDED, HOWEVER, THAT EXCEPT AS TO THE RIGHTS OF LEASES UNDER THE EXISTING LEASES LISTED THEREINAFTER, GRANTOR, THEREIN, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY OR TO USE THE SURFACE OF THE PROPERTY OR ANY PORTION THEREOF, EXCEPT THE FOLLOWING ADDITIONAL RIGHTS WHICH GRANTOR, THEREIN, FOR ITSELF AND FOR ITS SUCCESSORS AND ASSIGNS, ALSO RESERVED THEREBY.

THE RIGHT TO OCCUPY, INSTALL, CONSTRUCT AND MAINTAIN AT ITS EXPENSE SUCH DRILL SITES, ROADS, STORAGE AREAS AND OTHER FACILITIES WHICH IT, IN ITS DISCRETION, DETERMINES ARE REASONABLY NECESSARY FOR PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING AND STORING SUCH MINERALS AND SUBSTANCES, PROVIDED, HOWEVER, IN NO EVENT SHALL THE AGGREGATE AREA OF THE SURFACE OF THE PROPERTY USED FOR THE FIRST TIME FOR ALL SUCH PURPOSES FROM AND AFTER THE DATE THEREOF EXCEED 600 ACRES, AND PROVIDED FURTHER THAT AS A CONDITIONS TO EACH SUCH USE, GRANTOR, THEREIN, WILL DELIVER AND PAY OVER TO GRANTEE, THEREIN, AND EACH OF ITS SUCCESSORS OR ASSIGNS, ON OR BEFORE COMMENCING SUCH USE:

(A) A NOTICE IN WRITING SPECIFYING THE AREA OF THE PROPERTY TO BE USED AND THE TERMS AND NATURE OF SUCH USE; AND

(B) AN AMOUNT EQUAL TO THE SUM OF (I) OUT-OF-POCKET COSTS TO GRANTEE, THEREIN, FOR PLANTING, CULTIVATING AND CARING FOR CROPS TO THE EXTENT THE CROPS ARE RENDERED

EXHIBIT "A"Legal Description
(continued)

UNHARVESTABLE BY SUCH USE, (II) THE DEPRECIATED BOOK VALUE ON THE BOOKS OF GRANTEE, THEREIN, OR ITS SUCCESSORS OR ASSIGNS OF ANY IMPROVEMENTS CONSTRUCTED ON THE PROPERTY AT THE EXPENSE OF GRANTEE, THEREIN, OR SUCH SUCCESSOR OR ASSIGN OR PURCHASED WITH THE PROPERTY WHICH WILL BE REMOVED OR WILL NOT BE USABLE BY GRANTEE, THEREIN, BY REASON OF THE USE BY GRANTOR, THEREIN AND (III) AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF GRANTEE'S ESTATE IN ANY PART OF THE PROPERTY SO USED FOR THE TERM OF USE SPECIFIED BY GRANTOR, THEREIN, SUCH SUM BEING THEREINAFTER REFERRED TO AS THE "LOSS TO GRANTEE" ALL AS DETERMINED BY AN APPRAISER WHO IS A MEMBER OF THE AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS, DESIGNATED BY GRANTEE, THEREIN.

IN CONSIDERATION OF SUCH RESERVATIONS, GRANTOR, THEREIN, COVENANTS AND AGREES TO PAY OVER TO GRANTEE, THEREIN, OR TO ANY SUCCESSOR OR ASSIGN OF GRANTEE, THEREIN, DESIGNATED BY GRANTEE, THEREIN, UPON RECEIPT, ALL PAYMENTS IN COMPENSATION FOR DAMAGE TO CROPS, IMPROVEMENTS ON THE PROPERTY OR FOR LOSS OF USE OF THE PROPERTY RECEIVED BY GRANTOR, THEREIN, FROM OIL LESSEES UNDER THE LEASES NAMED ABOVE (EXCEPT PAYMENTS FOR NOT TO EXCEED 300 ACRES OF THE PROPERTY CONVEYED THEREBY PRESENTLY OCCUPIED BY SUCH LESSEES) OR ANY OTHER LEASE MADE BY GRANTOR, THEREIN, UNDER ITS RESERVED RIGHTS THEREUNDER, AND IN ADDITION TO PAY TO GRANTEE, THEREIN, OR SUCH DESIGNATED SUCCESSOR OR ASSIGN, THE DIFFERENCE BETWEEN SUCH AMOUNT PAID OVER THE LOSS TO GRANTEE, THEREIN, DETERMINED IN THE SAME MANNER AS PROVIDED ABOVE, EXCEPT THAT REFERENCES TO USE BY GRANTOR, THEREIN, SHALL BE DEEMED TO REFER TO USE BY THE OIL LESSEE, PROVIDED, HOWEVER, THAT ANY SUCH SUBSTANCES OR ASSIGN SHALL BE ENTITLED TO RECEIVE ONLY THAT PORTION OF THE LOSS TO GRANTEE, THEREIN, AS SHALL BE ATTRIBUTABLE TO THE ESTATE OF SAID SUCCESSOR OR ASSIGN AS DETERMINED BY SAID APPRAISER.

ALL EXPENSES OF ANY APPRAISAL REQUIRED THEREUNDER WILL BE PAID BY GRANTOR, THEREIN, AS RESERVED AND EXCEPTED IN THE DEED FROM TEJON RANCH CO., A CORPORATION, TO TEJON AGRICULTURAL PARTNERS, A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, RECORDED AUGUST 16, 1972 IN BOOK 4712 PAGE 24 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 11817.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS PARCEL A, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE, PARCEL MAP WAIVER NO. 6-14, RECORDED SEPTEMBER 25, 2015, AS DOCUMENT NO. 000215133772 OF OFFICIAL RECORDS.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case. My business address is: **Saul Ewing 1888 Century Park East, Suite 1500, Los Angeles, CA 90067.**

A true and correct copy of the document entitled: **[Proposed] Amended Order Approving Sale of Real Property and for Related Relief Pursuant to Sale Notice [Ecf No. 159]** will be served or was served on the judge in chambers in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING

(NEF): The foregoing document will be served by the court via NEF and hyperlink to the document. On **October 3, 2025**, I checked the CM/ECF docket for this case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **October 3, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to

F.R.Civ.P. 5 on **October 3, 2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

| | | |
|-----------------|---------------------|---------------------|
| October 3, 2025 | Hannah Richmond | /s/ Hannah Richmond |
| <i>Date</i> | <i>Printed Name</i> | <i>Signature</i> |

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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- **Beth Ann R. Young**
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2. SERVED BY UNITED STATES MAIL (continued):

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John A. Bezmalinovic, General Counsel
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Grantor Fresno Clovis Investments, LLC
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4 Natalya M. Ferdinandi
5 Baker Manock & Jensen, PC
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6 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**
7 **TRANSMISSION OR EMAIL (continued) :**

8 **VIA EMAIL:**

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